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SUPPLEMENTAL DECLARATION

Applicant respectfully submits a Supplemental Declaration, which is attached. The Supplemental Declaration lists the priority claim to U.S. Provisional Application No. 60/204,179, filed May 15, 2000, now abandoned.

This Supplemental Declaration is in accord with a Preliminary Amendment, filed on September 21, 2001, further discussed in the remarks below.

SUPPLEMENTAL DECLARATION FOR UNITED STATES PATENT APPLICATION POWER OF ATTORNEY, DESIGNATION OF CORRESPONDENCE ADDRESS

Attorney Docket 43461-201892

As a below named inventor, I hereby declare that my residence, post office address and citizenship are as stated below next to my name, and that I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled SYSTEM AND METHOD FOR CONSUMER-SELECTED ADVERTISING AND BRANDING IN INTERACTIVE MEDIA. the specification of which

] was filed und	September 29, 2000, as Application or the Patent Cooperation Treaty or	Serial	No	the United States of
rica being de	signated, and was amended on	(if applicable]•	
•	state that I have reviewed and unde amendment referred to above.	erstand the contents of the a	above identified specification,	, including the clair
	viedge the duty to disclose to the Pa efined in Title 37, Code of Federal		all information known to me	to be material to
	BY CLAIM foreign priority benefit		ates Code §119(a)-(d) of §365	5(b) of any foreign
r than the Un	patent or inventor's certificate, or § ited States of America, listed below ny PCT international application ha	and have also identified b	elow any foreign application	gnated at least one for patent or invent
r than the Un	ited States of America, listed below	and have also identified b	elow any foreign application	gnated at least one for patent or invent
er than the Unificate or of an	ited States of America, listed below ny PCT international application ha Prior Foreign	cand have also identified by ving a filing date before the Country can Country	elow any foreign application at of the application on which	gnated at least one for patent or invent in priority is claimed Priority Claimed

I HEREBY CLAIM the benefit under Title 35, United States Code, §120 of any United States application(s), or §365(c) of any PCT International application designating the United States of America, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of Title 35, United States Code §112, I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, §1.56 which became available between the filing date of the prior application and the national or PCT International filing date of this application.

U.S. Patent	PCT Patent	Patent	Parent
Application Number	Application Number	Filing Date	Patent Number

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				A	,			

43461-201892:	
	Page 2 of 2

DECLARATION FOR UNITED STATES PATENT APPLICATION POWER OF ATTORNEY, DESIGNATION OF CORRESPONDENCE ADDRESS

I hereby appoint the registered attorneys and agents of VENABLE associated with the following customer number to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith;

26694

PATENT TRADEMARK OFFICE

VENABLE is located at 575 7th Street, NW, Washington, DC 20004-1601, Telephone: (202) 344-4000, Telefax: (202) 344-8300. Address all correspondence to VENABLE, Post Office Box 34385, Washington, D.C. 20043-9998.

The undersigned hereby authorizes the registered U.S. attorneys and agents identified herein to accept and follow instructions from the undersigned's assignee, if any, and/or, if the undersigned is not a resident of the United States, the undersigned's domestic attorney, patent attorney or patent agent, as to any action to be taken in the Patent and Trademark Office regarding this application without direct communication between U.S. attorneys and the undersigned. In the event of a change in the person(s) from whom instructions may be taken, the registered U.S. attorneys and agents identified herein will be so notified by the undersigned.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Signature: 20	una d'asamot	Date: March 16	ø. 2004
First/Sole Inventor:	Laura Lee Kusumoto		, ,
Citizenship:	USA		
Residence and Post C	office Address: 315 Santa Rosa Avenue, Apt 3, SanFrancisco CA 9	4112	
Signature:		Date:	. 2004
Second Inventor:			
Citizenship:	USA		
Residence and Post C	ffice Address: 115 Camille Court, Alamo, CA 94507		
Signature:		Date:	, 2004
Second Inventor:			
Citizenship:	USA		
Residence and Post C	Office Address: 15 N. Gordon, Los Altos, CA 94024		
Signature:		Date:	. 2004
Second Inventor:	Sonya Lee Sigler		
Citizenship:	USA		
Residence and Post C	Office Address: 253 Highland Avenue, San Carlos, CA 94070		

43461-201892: Page 2 of 2

DECLARATION FOR UNITED STATES PATENT APPLICATION POWER OF ATTORNEY, DESIGNATION OF CORRESPONDENCE ADDRESS

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Signature:		Date:	, 2004
First/Sole Inventor:	Laura Lee Kusumoto		
Citizenship:	USA		
Residence and Post Of	fice Address: 315 Santa Rosa Avenue, Apt 3, SanFrancisco CA 94112	2	
Signature:	el David Sacurat	Date: March 16	2004
Second Inventor:	Earl David Sacerdoti		
Citizenship:	USA		
Residence and Post Of	fice Address: 115 Camille Court, Alamo, CA 94507		
Signature:		Dàte:	2004
Second Inventor:	Leila Janine Sigler		
Citizenship:	USA		
Residence and Post Of	fice Address: 15 N. Gordon, Los Altos, CA 94024		
Signature:		Date:	2004
Second Inventor:	Sonya Lee Sigler	Dato.	, 2004
Citizenship:	USA		
Residence and Post Of	fice Address: 253 Highland Avenue, San Carlos, CA 94070		

#531066v2

43461-201892: Page 2 of 2

DECLARATION FOR UNITED STATES PATENT APPLICATION POWER OF ATTORNEY, DESIGNATION OF CORRESPONDENCE ADDRESS

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Signature:		ъ.	
First/Sole Inventor.	Laura Lee Kusumoto	Date:	, 2004
Citizenship:	USA		
Residence and Post Of	fice Address: 315 Santa Rosa Avenue, Apt 3, SanFrancisco CA 94	4112	
Signature:		D-4	
Second Inventor:	Earl David Sacerdoti	Date:	, 2004
Citizenship:	USA		
Residence and Post Off	ice Address, 115 Camille Court, Alamo, CA 94507		
Signature:	July James Smy	Date: 3/16	4 00.4
Second Inventor:	Leila Janine Sigler	Date. Of the	, 2004
Citizenship:	USA	•	
Residence and Post Off	ice Address: 15 N. Gordon, Los Altos, CA 94024		
Signature:		Detro	
Second Inventor:	Sonya Lee Sigler	Date:	2004
Citizenship:	USA		
Residence and Post Off	ice Address: 253 Highland Avenue, San Carlos, CA 94070		

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43461-201892:_	
	Page 2 of 2

DECLARATION FOR UNITED STATES PATENT APPLICATION POWER OF ATTORNEY, DESIGNATION OF CORRESPONDENCE ADDRESS

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Signature:			
First/Sole Inventor:	Laura Lee Kusumoto	Date:	, 2004
Citizenship:	USA		
Residence and Post Of	ffice Address: 315 Santa Rosa Avenue, Apt 3, SanFrancisco CA	94112	
Signature:			
Second Inventor:	Earl David Sacerdoti	Date:	, 2004
Citizenship:	USA		
Residence and Post Off	fice Address: 115 Camille Court, Alamo, CA 94507		
Signature:	_		
Second Inventor:	Leila Janine Sigler	Date;	, 2004
Citizenship:	USA		· · ·
Residence and Post Off	fice Address: 15 N. Gordon, Los Altos, CA 94024		
Signature:	fing he has	- <i>I</i> .	
Second Inventor:	Sonya Lee Sigler	Date: 3/16	, 2004
Citizenship:	USA	, -	
Residence and Post Off	ice Address: 253 Highland Avenue, San Carlos, CA 94070		

PATENT ASSIGNMENT

WHEREAS, IDO Systems A/S, a Danish corporation whose principal place of business is Havneparken 2, DK-7100 Vejle, Denmark ("Seller") is the sole and exclusive owner, by assignment as recorded in the United States Patent and Trademark Office at Reel 011708, Frame 0107, of the worldwide patent application known as U.S. application number 09/675,958, filing date September 29, 2000, entitled "System and Method for Consumer-Selected Advertising and Branding in Interactive Media"; and

WHEREAS LEGO Holding A/S, a Danish corporation whose principal place of business is Koldingvej 2, DK-7190 Billund, Denmark ("Buyer") desires to purchase said patent application from Seller;

NOW, THEREFORE, in consideration of and in exchange for the sum of One Dollar (\$1.00) to it in hand paid by Buyer, and other good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, transfer, convey and set over to Buyer:

the patent application aforesaid;

all foreign patent applications which may be filed with respect to the foregoing;

all rights of priority with respect to the foregoing under international conventions, including without limitation the Paris Convention for the Protection of Industrial Property, the International Patent Cooperative Union, the European Patent Convention and the Common Market Convention;

all continuations, continuations-in-part, substitutes and divisions of any of the aforesaid applications;

all patents, domestic and foreign, granted on any of the applications included in the foregoing; and

all reissues, patents of addition and extensions of and with respect to all patents, domestic and foreign, included in the foregoing;

the same to be held and enjoyed by Buyer for its own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the said patents are granted, reissued, or extended, as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of said patents, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Whenever requested to do so by Buyer or its successors, assigns or other legal representatives, Seller shall execute and deliver any and all applications, assignments or other instruments which such requesting party shall deem necessary to more effectively complete the

Page 2

assignment of the patents and applications referred to herein and to allow Buyer and its successors, assigns or other legal representatives to apply for and obtain letters patent of any country or to otherwise protect their respective interests therein.

And the Seller hereby covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute any agreement or assignment to conflict herewith.

IN WITNESS WHEREOF, Seller has caused these presents to be executed by its duly authorized officers this <u>27.</u> day of <u>52772+1327</u> 2003.

On behalf of

Lars Bo Jensen

President

On/ochalf of LEGO Holding A/S

Poul Hartvig Nielsen

Bjarne Englierg-Pedersen

PATENT ASSIGNMENT

WHEREAS, IDO Systems, Inc., a California corporation whose principal place of business is 500 Airport Blvd., Suite 100, Burlingame, CA, 94010 ("Seller") is the sole and exclusive owner, by assignment as recorded in the United States Patent and Trademark Office at Reel 011708, Frame 0107, of the worldwide patent application known as U.S. application number 09/675,958, filing date September 29, 2000, entitled "System and Method for Consumer-Selected Advertising and Branding in Interactive Media"; and

WHEREAS, IDO Systems A/S, a Danish corporation whose principal place of business is Klovermarken 120, 7190 Billund, Denmark ("Buyer") desires to purchase said patent application from Seller;

NOW, THEREFORE, in consideration of and in exchange for the sum of One Dollar (\$1.00) to it in hand paid by Buyer, and other good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, transfer, convey and set over to Buyer:

the patent application aforesaid;

all foreign patent applications which may be filed with respect to the foregoing;

all rights of priority with respect to the foregoing under international conventions, including without limitation the Paris Convention for the Protection of Industrial Property, the International Patent Cooperative Union, the European Patent Convention and the Common Market Convention;

all continuations, continuations-in-part, substitutes and divisions of any of the aforesaid applications;

all patents, domestic and foreign, granted on any of the applications included in the foregoing; and

all reissues, patents of addition and extensions of and with respect to all patents, domestic and foreign, included in the foregoing;

the same to be held and enjoyed by Buyer for its own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the said patents are granted, reissued, or extended, as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of said patents, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Whenever requested to do so by Buyer or its successors, assigns or other legal representatives, Seller shall execute and deliver any and all applications, assignments or other instruments which such requesting party shall deem necessary to more effectively complete the assignment of the patents and applications referred to herein and to allow Buyer and its

successors, assigns or other legal representatives to apply for and obtain letters patent of any country or to otherwise protect their respective interests therein.

And the Seller hereby covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement or assignment to conflict herewith.

IN WITNESS WHEREOF, Seller has caused these presents to be executed by its duly authorized officers this <u>10</u> day of <u>Orboo</u>, 2001.

By: Quin Kusund Its: PRESIDENT

State of			
County	of.	,	ss.:

On this ____ day of ______, 2001, before me personally appeared Laura Kusumoto, to me known, who, by me duly sworn, did depose and say that she resides at 162 Cliff Swallow Court, Brisbane, CA 94005, that she is the President of IDO Systems, Inc., the corporation described in and that executed the foregoing instrument; and that she signed her name thereto by order of the board of directors of said corporation.

See attached Notary Public

NY 594264 1.doc 1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California County of San Nateo	} ss.
On 10-10-2001, before me, _	Eero A, Makela
personally appeared	Name and Title of Officer (e.g., "Jane Doe, Notary Public") KUSUMOTO Name(s) of Signer(s)
	☐ personally known to me ✓ proved to me on the basis of satisfactory evidence
EERO A. MAKELA Commission # 1264301 Notary Public - California San Mateo County My Comm. Expires Jun 9, 2004	to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
Place Notary Seal Above	WITNESS my hand and official seal. Signature of Notary Public
Though the information below is not required by I	PTIONAL law, it may prove valuable to persons relying on the document and reattachment of this form to another document.
Description of Attached Document Title or Type of Document:	tent assignment
Document Date: Oct, 10, 200	Number of Pages: 2
Signer(s) Other Than Named Above:	none
Capacity(ies) Claimed by Signer Signer's Name:	RIGHT THUMBPRIN OF SIGNER Top of thumb here
Corporate Officer — Title(s):	der I
☐ Trustee☐ Guardian or Conservator☐ Other:	
Signer Is Representing: 120	stores Inc,
	atsworth, CA 91313-2402 Prod. No. 5907 Reorder: Call Toll-Free 1-80

ASSIGNMENT OF APPLICATION

Docket Number (Optional) 13376.0001 (B)

Whereas, I, Laura Lee Kusumoto	_{of} Brisbane, Califor	nia , hereafter
referred to as applicant, have invented c	ertain new and useful improvements	_{in} System and Method
for Consumer-Selected Advertis		
X for which an application for a Uni	ited States Patent was filed on <u>Sep</u> 75,958	tember 29, 2000,
i i		
for which an application for a Un	ited States Patent was executed on _	, and
Whereas, IDO Systems Inc. "assignee" whose mailing address is	ofUnited States	herein referred to
"assignee" whose mailing address is	Airport Blvd., Suite 100, Burlin	ngame, CA 94010 is de-
sirous of acquiring the entire right, title a	nd interest in the same;	
Now, therefore, in consideration of the su	um of one dollars (\$ 1.00	_), the receipt whereof is ac-
knowledged, and other good and valuab		
	• • • • • • • • • • • • • • • • • • • •	
and transfer unto said assignee the full a		
entire right, title and interest in and to any	and all Patents which may be granted	d therefor in the United States
I hereby authorize and request the Com	missioner of Patents and Trademark	s to issue said United States
Patent to said assignee, of the entire righ	nt, title, and interest in and to the same	e, for his sole use and behoof
and for the use and behoof of his legal re	presentatives, to the full end of the te	erm for which said Patent may
be granted, as fully and entirely as the sa	ame would have been held by me had	I this assignment and sale no
been made.	·	,
	Asril	
Executed this second (2nd)		, 20,
atBurling	ame, California	· · · · · · · · · · · · · · · · · · ·
	2000 2	lanon
State of California, SS:		(Signature)
County of San Mates)	· · · · · · · · · · · · · · · · · · ·	L .
Before me personally appeared said and acknowledged the foregoing instrument	ent to be his free act and deed this	7 C 2 n d
day of APT Thereses 2019 de 12018		
JANELLE L. COMM. #1	- CAMILLIA	L. Dorg
Seal NOTARY PUBLIC		Notary Public) /

Burden Hour Statement: This form is estimated to take 0.1 hours to samplete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time volvate remarks of the individual case. Any comments on the amount of time volvate remarks of the individual case. Any comments on the amount of time volvate remarks of the individual case. Any comments on the amount of time volvate remarks of the individual case. Any comments on the amount of time volvate remarks of the individual case. Any comments on the amount of time volvate remarks of the individual case. Any comments on the amount of time volvate remarks of the individual case. Any comments on the amount of time volvate remarks of the individual case. Any comments on the amount of time volvate remarks of the individual case. Any comments on the amount of time volvate remarks of the individual case. Any comments on the amount of time volvate remarks of the individual case. Any comments on the amount of time volvate remarks of the individual case. Any comments on the amount of time volvate remarks of the individual case. Any comments of the individual case. The individual case is the individual case is the individual case. The individual case is the individual case is the individual case. The individual case is the individual case is the i

ASSIGNMENT OF APPLICATION

Docket Number (Optional) 13376.0001 (B)

Whereas, I, _Earl David Sacerdoti ofof Alamo, Califo	rnia , hereafter			
referred to as applicant, have invented certain new and useful improvements in System and Method				
for Consumer-Selected Advertising and Branding in Interaction				
X for which an application for a United States Patent was filed on	September 29, 2000			
Application Number 09 / 675,958				
for which an application for a United States Patent was executed	on, and			
Whereas, IDO Systems IncofUnited States	herein referred to			
"assignee" whose mailing address is500 Airport Blvd., Suite 100, Bu	urlingame, CA 94010 is de-			
sirous of acquiring the entire right, title and interest in the same;				
Now, therefore, in consideration of the sum of <u>one</u> dollars (\$_1.0	00), the receipt whereof is ac-			
knowledged, and other good and valuable consideration, I, the applicant,	by these presents do sell, assign			
and transfer unto said assignee the full and exclusive right to the said inve	ention in the United States and the			
entire right, title and interest in and to any and all Patents which may be gra	anted therefor in the United States,			
I hereby authorize and request the Commissioner of Patents and Trade	marks to issue said United States			
Patent to said assignee, of the entire right, title, and interest in and to the	same, for his sole use and behoof;			
and for the use and behoof of his legal representatives, to the full end of t	he term for which said Patent may			
be granted, as fully and entirely as the same would have been held by me	e had this assignment and sale not			
been made.				
Executed this Z day of APRIL	, 20 O I			
Frederick F. Roberts Park	·			
COMM. # 1171316 NOTARY PUBLIC-CALIFORNIA D	P. 04			
COMM. EXP. FEB. 25, 2002	Signatura)			
State of CAUFORNIA SS:	(Signature)			
County of LONGA COSPA Before me personally appeared said SARL D. SACE	RDOTI			
and acknowledged the foregoing instrument to be his free act and deed th	is _2			
day of	121 -			
Seal	(Notary Public)			

ASSIGNMENT OF APPLICATION

Docket Number (Optional) 13376.0001 (B)

	Leila lanine Sigler		Los Altos California	
Whereas, I,	Leila Janine Sigler as applicant, have invented cer	of	Cuo	, hereafter
for Cons	sumer-Selected Advertisir	ng and Bra	nding in Interactive Med	dia
X for App	which an application for a Unite plication Number09 / 675	d States Pate ,958	ent was filed on <u>September</u>	er 29, 2000,
for	which an application for a Unite	ed States Pat	ent was executed on	, and
Whereas, _	IDO Systems Inc. 500 A whose mailing address is	of	United States	herein referred to
				e, CA 94010 is de-
	equiring the entire right, title and			
Now, theref	fore, in consideration of the sun	of one	dollars (\$ <u>1.00</u>), the	receipt whereof is ac-
knowledge	d, and other good and valuable	consideratio	n, I, the applicant, by these p	resents do sell, assign
and transfe	r unto said assignee the full and	d exclusive ri	ght to the said invention in the	e United States and the
entire right,	title and interest in and to any a	nd all Patent	s which may be granted there	for in the United States
I hereby au	thorize and request the Comm	issioner of P	atents and Trademarks to is	sue said United States
Patent to sa	aid assignee, of the entire right,	title, and inte	erest in and to the same, for h	is sole use and behoof
and for the	use and behoof of his legal rep	resentatives,	, to the full end of the term for	which said Patent may
be granted	, as fully and entirely as the san	ne would hav	e been held by me had this a	ssignment and sale not
been made				
Executed th	nis	day of	Spril	,20 <u>0 /</u> ,
at	Alto-			
		(-	Sale Jamie	Say
and ackno	Danta Clau) e personally appeared said when the said of the property of the said of the	lela Jan to be his fre	(Signate size of the size of t	
day of 🔟	LORRAINE M COMM. #12 PART NOTARY PUBLIC		Arrain	o M. Salost
Seal	SANTA CLARA	COUNTY	(Notary	Public)

Burden Hour Statement: This form is estimated to take 0.1 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner of Patents and Trademarks, Washington, DC 20231.

ASSIGNMENT OF APPLICATION

Docket Number (Optional) 13376.0001 (B)

Sonya Loo Siglor	San Carlos, California
Whereas, I, Sonya Lee Sigler	of San Carlos, California, hereafter rtain new and useful improvements in System and Method
referred to as applicant, have invented ce	rtain new and useful improvements in System and Method
for Consumer-Selected Advertis	ng and Branding in Interactive Media
X for which an application for a United Application Number09 / 67	ed States Patent was filed on September 29, 2000, 5,958
for which an application for a Unit	ed States Patent was executed on, and
Whereas, IDO Systems Inc.	ofUnited States herein referred to
"assignee" whose mailing address is	of United States herein referred to harport Blvd., Suite 100, Burlingame, CA 94010 is de-
sirous of acquiring the entire right, title an	d interest in the same;
Now, therefore, in consideration of the sur	m of <u>one</u> dollars (\$ <u>1.00</u>), the receipt whereof is ac
knowledged, and other good and valuable	e consideration, I, the applicant, by these presents do sell, assign
and transfer unto said assignee the full ar	nd exclusive right to the said invention in the United States and th
entire right, title and interest in and to any	and all Patents which may be granted therefor in the United States
I hereby authorize and request the Comm	nissioner of Patents and Trademarks to issue said United States
Patent to said assignee, of the entire right	, title, and interest in and to the same, for his sole use and behoof
and for the use and behoof of his legal rep	presentatives, to the full end of the term for which said Patent may
be granted, as fully and entirely as the sai	me would have been held by me had this assignment and sale no
been made.	
Executed this	day of
at Foster City CA	
J	Sup Lee Fig
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SUZANNE E. NOI COMM. # 1195750	Parz Same G. Morran
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Burden Hour Statement: This torness estimated to take 0.1 hours of complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner of Patents and Trademarks, Washington, DC 20231.

SUZANNE E. NOPAR COMM. # 1195750

SAN MATEO COUNTY OCHMINE EXP. SEPT. 6, 2002

PATENT ASSIGNMENT

This Patent Assignment (the "Agreement") is entered into as of March 1, 2004, (the "Effective Date") by and between **Avatizing**, **LLC**, a California Limited Liability Corporation with offices at 15 N. Gordon Way, Los Altos, CA 94022, USA ("Buyer"), and LEGO Holding A/S, a Danish corporation with its principal place of business at Koldingvej 2, DK-7190, Billund, Denmark ("Seller").

Recitals

- A. Whereas, Seller has made a prior investment in IDO Systems A/S, which formerly had a US subsidiary, named IDO Systems, Inc.;
- B. Whereas, Buyer is comprised of four principals who were contractors or employees of IDO Systems, Inc., the former US subsidiary of IDO Systems A/S and these principals are the named inventors on US Patent Application serial no. 09/675,958 PCT/US01/11772;
- C. Whereas, Seller is the sole and exclusive owner, by assignment from IDO Systems A/S as recorded in the United States Patent and Trademark Office at Reel 011708, Frame 0107, of the patent application known as U.S. application number 09/675,958, filing date September 29, 2000, entitled "System and Method for Consumer-Selected Advertising and Branding in Interactive Media," which is set forth in Exhibit A, which is attached hereto and incorporated herein by reference, and LEGO Holding A/S desires to sell such patent application; and
- D. Whereas, Buyer desires to buy patent application from Seller for the further commercialisation of such patent application.

NOW, THEREFORE, in consideration of the premises and the respective representations, warranties, covenants and agreements contained herein, the parties hereto agree as follows:

1. Definitions.

In this Agreement the terms shall have the following meaning:

"IDO Patent" shall have the meaning as described in Article 2 of this Agreement.

"Licensed Product" shall mean any article, product, or service falling within the scope of any of the claims of the IDO Patent, as defined below in Section 2, but not limited to designs, software, or computer programs, using the IDO Patent.

"Net Invoice Price" shall mean the actual invoiced price of a Licensed Product in an arm's length transaction less 1) any documented cost required to maintain, develop, and market the patent application in connection with the fillings and registrations, etc of the IDO Patent; and 2) transport freight and value added tax and other duties and taxes assessed directly on sales to the extent identified on the invoice, PROVIDED THAT in a case where the Licensed Products are:

- (i) rented, leased, let out or hired or otherwise disposed to a customer by the Buyer or any licensee; or
- (ii) used by the Buyer or any licensee for its own commercial purposes; or
- (iii) incorporated in any larger equipment or apparatus and supplied by the Buyer or any licensee at a price which is included in the price for the larger equipment or apparatus;

the Net Invoice Price of each such Licensed Product shall be deemed to be equivalent to the Net Invoice Price which would have been applicable under this Agreement had such Licensed Product been sold to an independent arm's-length customer.

<u>"Royalty rate"</u>, 15% (fifteen percent) of the Net Invoice Price for the first one million dollars (\$1,000,000) in sales and 10% (ten percent) of the Net Invoice Price for anything greater one million dollars in sales; The rates mentioned shall be altered to 7.5% and 5% respectively after five (5) years.

2. Transfer of Rights.

2.1 Seller does hereby sell, assign, transfer, convey and set over to Buyer, the following rights: (i) the patent application aforesaid; (ii) all foreign patent applications which may be filed with respect to the foregoing; (iii) all rights of priority with respect to the foregoing under international conventions, including without limitation the Paris Convention for the Protection of Industrial Property, the International Patent Cooperative Union, the European Patent Convention and the Common Market Convention; (iv) all continuations, continuations-in-part, substitutes and divisions of any of the aforesaid applications; (v) all patents, domestic and foreign, granted on any of the applications included in the foregoing; and (vi) all reissues, patents of addition and extensions of and with respect to all patents, domestic and foreign, included in the foregoing (altogether, which shall mean the "IDO Patent"):

the same to be held and enjoyed by Buyer for its own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the said patents are granted, reissued, or extended, as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of said patents, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

2.2 In the event that Buyer subsequently sells the IDO Patent, in one of the forms described in Article 2.1, without incorporating it into a Licensed Product, the Buyer shall continue to be under an obligation to pay royalty at the Royalty Rate agreed, applied to any sum received by Buyer from a sale of the IDO Patent, whether as a one time payment, payment in instalments or as a royalty.

3. Purchase Price

- 3.1 In consideration for the transfer of rights set forth in Section 2 above, the Buyer shall pay to the Seller for a period of ten (10) years a royalty at the specified Royalty Rate applied to the Net Invoice Price of each Licensed Product manufactured, used, or supplied by the Buyer and/or its licensees.
- 3.2 The Royalty shall become payable by the Buyer under this Agreement in respect of each Product when actually paid for by a customer, whether it is for a sale, rent, lease or license of the Licensed Products; PROVIDED ALWAYS that with respect to any Licensed Product supplied or put into use as provided above, only a single royalty shall be payable in respect of such manufacture, use, or supply.
- 3.3 Royalties payable under this Agreement are exclusive of any value added (or like) tax which may be payable on them and shall be paid gross without deduction of any withholding or other income taxes and if subject to withholding or other income taxes.
- 3.4 Royalties payable under this Agreement shall be paid in \$ (US Dollars) within 30 days of the end of each successive quarterly period commencing on 1 January, 1 April, 1 July, 1 October, in each year. Interest shall be payable (calculated on a daily basis) on any overdue payments from the date payment is due until the actual date of payment at a rate of 5% (five) per cent over the base lending rate of the Danish National Bank from time to time.

- 3.5 At the same time as payment of any such royalties falls due the Buyer shall submit or cause to be submitted to the Seller a statement in writing recording the calculation of royalty payable under this Agreement in particular:
 - the number of Licensed Products that have been supplied or put into use during the previous quarter;
 - the number of Products using the Licensed Products which have been manufactured during the previous quarter but not yet supplied or put into use;
 - (iii) the Net Invoice Price of each Licensed Product supplied or put into use during the previous quarter; and
 - (iv) the amount of royalties due and payable and the amount of any tax deductible or due to be deducted from such amount.
- 3.6 The Buyer shall keep proper records and books of account showing the quality, description and price of the Licensed Products supplied or put into use. Such records and books shall be kept separate from any records and books not relating solely to the Licensed Products. Not more than once per calendar year and upon 10 (ten) days' prior written notice to Buyer, such records and books shall be open to inspection and audit by the Seller or its duly authorised agent or representative who shall be entitled to take copies of or extracts from the same. In the event such inspection or audit should reveal a discrepancy in the royalties paid from those payable under this Agreement the Buyer shall immediately remit payment for such shortfall and in the event that such shortfall is greater than 10% (ten percent), reimburse the Seller for any reasonable charges incurred for such audit or inspection.
- 3.7 Section 3.6 above shall remain in force for a period of one (1) year following the ten (10) year royalty period set forth in Section 3.1 above.

4. Provisions of Know How

- 4.1 As the principals of Buyer, prior to this Agreement, have been contractors or employees of IDO Systems Inc. (which, when it was operating, owned the IDO Patent), the Buyer acknowledges that it has all the necessary know how to utilise, exploit and develop the Licensed Product to the benefit of both parties. The Seller therefore has no further obligations towards Buyer in terms of providing Buyer with know how relating to the use of the Transferred Rights and the manufacture of Products using the Transferred Rights.
- 4.2 Any know-how furnished by the Seller shall be used by the Buyer only for the purpose of the manufacture of Products using the Transferred Rights and shall be subject to the provisions of confidentiality set forth in Section 5 below.

5. Confidentiality

- 5.1 Each Party shall keep and shall procure that its respective directors and employees [and for Buyer, any of its licensees keep secret and confidential all know-how relating to the manufacture of the Licensed Products, the terms of this Agreement, and other information (whether or not technical) of a confidential nature, which in both cases has been communicated to it by the other party either preparatory to or as a result of this Agreement and shall not disclose the same or any part of the same to any person whatsoever other than to its directors or employees or to its sub-licensees directly or indirectly concerned in the manufacture, use or sale of the Licensed Products PROVIDED THAT before any such disclosure takes place such party shall procure that each of the directors and employees and sub-licensees concerned shall execute a confidentiality undertaking with it in a form no less protective as that required herein.
- 5.2 The provisions of Section 5.1 shall not apply to such know-how and information of either party; (a) which becomes public knowledge otherwise than through a breach of an obligation of confidentiality

owed (whether directly or indirectly) to the disclosing party; or (b) is necessarily disclosed as a result of the marketing of or the servicing or repair of the Licensed Products.

5.3 The provisions of this Section 5 shall remain in force notwithstanding the expiration or earlier termination of this Agreement for any reason, for a period of 3 (three) years.

6. General

- 6.1 Severability. If any clause or any part of any clause in this Agreement is declared invalid or unenforceable by the judgment or decree, by consent or otherwise of a court of competent jurisdiction from whose decision no appeal is or can be taken all other clauses or parts of clauses in this Agreement shall remain in full force and effect and shall not be affected thereby for the term of this Agreement
- 6.2 Waiver. No relaxation forbearance delay or indulgence by either party in enforcing any of the terms and conditions of this Agreement or the granting of time by either party to the other shall prejudice, affect or restrict the rights and powers of that party nor shall any waiver by either party of any breach of this Agreement operate as a waiver of or in relation to any subsequent or any continuing breach of this Agreement.
- 6.3 <u>Amendments</u>. This Agreement may not be amended unless in writing signed by the duly authorised officer of each party.
- 6.4 <u>Cooperation</u>. The parties shall execute all further documents as may be necessary or desirable to give full effect to the terms of this Agreement and to protect the rights of the parties under it.
- 6.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to its subject-matter and each party confirms to the other that it has not entered into this Agreement on the basis of or in reliance on any representations or warranties made or given by the other party its servants or agents.
- 6.6 Notice. Any notice or other document to be given under this Agreement shall be given by sending the same in a pre-paid first class letter or by courier to the address of the relevant party set out in this Agreement or to any other address which that party may have notified to the other for such purpose. Any notice sent by post shall be deemed (in the absence of evidence of earlier receipt) to have been delivered 14 days after despatch and in proving the fact of despatch it shall be sufficient to show that the envelope containing such notice was properly addressed stamped and posted.
- 6.7 Warranty. As described in the above, Section 4.1, the Buyer is aware of that the IDO Patent is only a pending patent (an application), and as such must be cultivated. The Seller gives no guarantee to what extent the IDO Patent may in fact be licensed or to what extend the IDO Patent may be used commercially.
- 6.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of California without respect to its conflicts of law principles

7. Termination

- 7.1 Seller shall have the right to terminate this Agreement immediately upon written notice to Buyer if;
 - (i) Buyer shall fail to make any payment when it becomes due or shall fail to perform or observe any obligation on its part to be performed or observed under this Agreement PROVIDED THAT in a case where (in the reasonable opinion of the Seller) the breach is remediable such notice from the Seller shall also require the Buyer to remedy the breach and if the Buyer so remedies within 30 days of the notice being served such notice to terminate this Agreement shall be deemed to be void and of no effect; or
 - (ii) if an interim order is applied for or made, or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented or a bankruptcy order is made against the Buyer or if

a receiver or trustee in bankruptcy is appointed of the Buyer's estate or (the Buyer being a company) a voluntary arrangement is proposed or approved or an administration order is made, or a receiver or administrative receiver is appointed over any of the Buyer's assets or undertaking or a winding-up resolution or petition is passed or presented (otherwise than for the purposes of reconstruction or amalgamation) or if any circumstances arise which would entitle the court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order or other similar or equivalent action is taken against or by the Buyer by reason of its insolvency or in consequence of debt.

- 7.2 On termination of this Agreement, however arising;
 - all outstanding sums repayable by the Buyer to the Seller shall immediately become due and payable;
 - (ii) all rights transferred shall be returned to the Seller, as the Sellers sole property;
 - the Buyer shall cease all and any exploitation of the IDO Patent whether by means of licensing or otherwise;
 - (iv) the Buyer shall co-operate in cancelling any registration of this Agreement, and the hand back to the Seller of the IDO Patent
- 7.3 The termination of this Agreement, however arising, shall be without prejudice to the provisions of this Section 7 and to any rights of either party which may have accrued by at or up to the date of termination.

8. Costs

The Buyer shall bear all costs in relation to the hand over of the IDO Patent, hereunder, but not limited to costs, in connection with the registration of the Buyer as owner of the IDO Patent.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be signed and delivered by its duly authorized officer.

LEGO Holding A/S	Avatizing, LLC
Poul Hartvig Nielsen Vice President	Lee Sigler, Principal
Bjarne Engberg Pedersen Director	
List of Exhibits	

Exhibit A - US Patent Application serial no. 09/675,958 PCT/US01/11772.

Exhibit A US Patent Application serial no. 09/675,958 PCT/US01/11772

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PAYENT ASSISTENT

This Patent Assignment (the "Agreement") is entered into as of March 1, 2904, (the "Effective Date") by and behaves Aveilaing. LLC, a California Limited Liability Corporation with affices at 15 M. Gerdon Way, Los Alles, CA 94022, USA ("Buyer"), and LEGO Holding Aff. a Dunish approaches with as privaled place of business at Koolings 2, USA 150, Billion, Determin ("Galler").

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- 8. Whence, figure is considered of the principals who were considered or employees of IDO Systems, inc., the Toping US extending of IDO Systems AS and these principals are the named inventors on US Parent Application societies, \$22075,858 PCTIUS01111772;
- C. Williamson, Befor to the sale and exclusive owner, by entignment from IDD Systems ATS an reserted by the United States Patent and Trademath Office at Real 011798, Frame 6187, of the patent explication forem as 1.5, application further 08515,958, fling date September 29, 2000, entered System and Matthed for Consumer-Selected Advantaging and Branding in Interactive Media." which is set first in Exhibit A. which is attached borate and incorporated frames by minimum, and 1290 Mediang ATS decline to sail such patent application; and
- Distress. Buyer desires to buy patent application from Sellor for the further commercialization of Select Application.

NEW, THEREFURE, in consideration of the premises and the respective representations, warrantes, coverants and agreements continued bytein, the parties increto agree on tubowa:

1. Definitions.

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- (ii) teach by the Super or any Scotters for its own commercial purposess; or
- (iii) juconocates as our failer, administrate, or embaseine and anhiges pa are priver or sub-

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2.1 Seller does hereby sell, itside, itemater, compay and set over le ituyer, the toloring hights of the patent application attracted (i) all foreign patent applications which may be find with respect to the foreign of it. It is independent to the foreign of its indicate it is indicated in the foreign and it is indicated in the fact to the foreign of industrial property. The indicates Patent Convention of industrial Patent Convention of industrial Patent Convention of the Property of the indicated in the continuations, continuations between the conventions and the Convention of any of the attracted applications (v) all patents, domestic and breign, granted on any of the applications of the applications of the indicated in the foreign granted on any of the application beduck to its beganning and (vi) at patents, domestic and indicate and extensions of and with respect to all patents, domestic and incident in the firegoing (attogether, which shall mean the "IDC Patents, domestic and foreign, included in the firegoing (attogether, which shall mean the "IDC Patents.")

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3. Purpless Price

- 9.4 In consideration for the investor of rights set for it in Section 2 above, the Buyer what pay to the Section for a paried of ten (10) years a regular at the specified Royally Rate applied in the Net Involce Private wash Lineaped Predict mendactiond, used, or supplied by the Buyer audior to Section 5.6.
- 3.2 The flooring studi became pagable by the Bayer under this Agreement in respect of each Product when actually paid the by a children, whether it is for a sale, rend, leave or inverse of the Linewest Products; PROVIDED ALTYAYS that with respect to any Linewest Product supplies or put the use as provided above, only a single royally shall be payable in respect of such manufacture, use, or sales.
- 3.3 Royabba payable under this Agreement me widusky of any yains acided (or like) হিম প্রথমিক নির্মি কিই কি payable on them and shell be paid gross without deduction of any will deducing or other factors become and managed to without or other factors become
- S.4 Populate payable review this Agreement shall be paid in 5 (US Dollars) within \$0 chars of the end of each successive quarterly peaked containing on 1 January, 1 April, 1 July, 1 Calabia, an each year, interest, shall be payable featurated on a dolly basis on any overdue payments from the date payment is due unto the actual date of payment at a rule of 6% (filtp) per card over the base isosing take of the Denish Millional Basis from line to time.

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- 3.5 At the same time as payment of any main toyalline this due the Super-shall submit or course to be authoritied to the Seller a absorber in writing recentling the colonialities of velocity payable under this.
 - पि प्रशासकेश के Literal Products किये been supplied or put into use during the previous quarter;
 - the number of Products using this Liberard Products which have been mentificative during the previous quaster that notiful appoint or part inquises;
 - The Net Invotop Price of each Econsed Product supplied or put into use during the premious
 - (iii) See amount of regalites due and payable and the amount of any lax deductible or due to be deducted from such amount.
- The Bayer wind beep proper recents and books of sensual chowing the country description and price or the Licensed Products supplied of but into use, Such provide and books shall be kept separate from my recently and books not relating solely in the Licensed Products. Not more than once per estanding part and appet the license of the Licensed Products. Not more than once per estanding part and appet the price which notice to Buyer, such recent and books what be credited to take captes of or soletic from the source. In the overst much impection or solds should reveal a discrepancy in the regalites paid from those payable under this Agreement are Buyer shall imprecisely until payered for such absolute than the product of payables paid from those payable under this Agreement are Buyer shall imprecisely until payered for such absolute it payers.
- Section 3.6 elected strate retrieved in Serve for a period of one (1) year following the ten (10) year so yearly period set term in Section 3.4 shows.
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- As the principals of sugar, pater to the expension, have been numbered or employees of IDO Systems inc. (which, which is was operating, camed the RD Paters), the Buyer actnowledges that it has all the necessary know how to offer expirit and develop the Licensell Product to the benefit of both parties. The Select therefore has no further obligations towards there in terms of providing larger with lower relating to the case of the Transferred Rights and the manufacture of Products towards Transferred Rights.
- Acr superfrom Symbolish by the Solin shall be used by the Buyar only for the purpose of the menufacture of Products using the Transferred Rights and shall be subject to the provisions of confidentially set forth in Swiften a before.
- 6. Confidentiality
- 5.1 Each Party shall hope and shall proops that he respective directors and anapopees [and by Buyer, any of he persent look owners and conditional of knowledge to the manufacture of the Lightness Fundade, the tense of his Agreement, and other information featuring or not inclinate of a confidencial reduce, which is 'Doy' cases has been communicated to it by the other party sither preparation to or as a small of the Agreement and shall not disclose the same of my part of the same to any person withouter other than to be stretce or employees or to be sub-liganized almostry to indicately concerned in the mentioday, uses or and of the Liganized Products PROVIDED THAY believe any apply disclosure takes place such party shall prouve that each of the discretcing and employees and sub-forestern concerned shall execute a considerability undertaking with the a form no last protective at that required barries.
- 5.2 The provisions of Station 5.1 shall not apply to such know-how and information of either party; (a) which have public toward to otherwise than two other in a breach of an obligation of confidentially.

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वस्त्राची (अर्थावरीक्त खेरकटोप का स्वतीत्वातीर्थ) रेत रीति कीवर्यक्रमेश्च कार्यपुर कर हिंदे के सक्त्यातीस् वीक्तोरकार्य अर्थ स-स्वयाती of the medicting of or the servicing or repair of the Licenses Products.

The providence of the Section 5 shall remain in force motoribal author the expension or sanier 5.3 termination of this Agreement for any mason, for a period of 9 (times) years.

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- Amendmenta. This Agreement may not be amended unless in writing eigned by the duty authorized 6,3 afficer of each party.
- <u>Supportation</u>. The parties shall execute at history documents as may be recessery of decirable to give full effect to the familia of this Agreement and to protect the rights of the parties under it.
- Entire Agreement. This Agreement constitutes that entire agreement between the parties religing to the subject range and each party continue to the cases that it has not entered the this Agreement of the basis of or it officers on any representations of womanies made or given by the other party in 8.5 SOCKETTES OF MORNEY
- Notice. Any notice or other document to be given under this Agreement shall be given by sending the comment as pre-point that close before or by counter to the address of the religionst party set out to the Agreement, or to any other element within the party may have notified to the other for such marpose, Any notice sent by past shall be desired in the abstract of evidence of cutter receipt to have been delivered in a counter competition and in proving the first of proposed it night be sufficient. 8.6 to show that the narratope containing such modes were property addressed stamped and posted
- Waterity. As described in the above, Souther A.1, the Buyer is aware of that the IDO Patent is unit a peculing potent (an application), and so asked must be calculated. The Satter gives no guarantee to what analog in IDO Patent may be used what analog in IDO Patent may be used. g ?
- Countries Law This Agreement what he governed by and construct in accordance with the laws of California without compact to be conducted in any simple types.

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- (iii) the Super shall cause all and any exploitation of the IDO Patent whether by means of foresting or otherwise;
- (iv) the Buyer shed co-operate in canoning any registration of this Agreement, and the Yeard back to the Select of the IDO Patent.

The termination of this Agreement, however arising, shall be without prejudice to the convinces of this Section 7 and in any rights of either party which may have occursed by at or up to the date of termination.

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IN WITNESS WHEREOF, each of the parties has caused this Agreement to be signed and delivered by its automated officer.

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Pour Harada Mislant

Peter Kjær Direktor

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Exhibit A - US Palent Application setal no. 09/675,958 PCTRISH 1/11772.

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